

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSF5 Spur, LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITOL ONE, N.A.
Street Address:	600 N. Pearl Street
Internal Address:	Suite 2500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85966306	TEXAS LAND & CATTLE
Serial Number:	86075627	TEXAS CRAFT DINING
Serial Number:	86075606	RANCH CRAFTED
Registration Number:	1872059	TEXAS LAND & CATTLE COMPANY STEAK HOUSE
Registration Number:	2367328	TEXAS LAND & CATTLE STEAK HOUSE
Registration Number:	1938790	TXLC
Registration Number:	3066026	TXLC
Registration Number:	3850900	TXLC TO GO

CORRESPONDENCE DATA

Fax Number: 7139515660
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 7139515600

CH \$215.00 85966306

Email: ipdocketing@strasburger.com
Correspondent Name: Teresa Wrye / Strasburger & Price LLP
Address Line 1: 909 Fannin Street
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	23453.0103
NAME OF SUBMITTER:	Teresa Wrye
Signature:	/Teresa Wrye/
Date:	01/29/2014

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Trademark Security Agreement*") dated as of January 23, 2014, is made by LSF5 Spur, LLC, a Delaware limited liability company ("*Debtor*"), in favor of CAPITAL ONE, N.A. ("*Secured Party*").

WHEREAS, Day Star Restaurant Holdings, LLC, a Delaware limited liability company, LSF5 Cowboy Holdings, LLC a Delaware limited liability company, Debtor, and LSF5 Cactus, LLC, a Delaware limited liability company, have entered into that certain Loan Agreement dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Secured Party; and

WHEREAS, as a condition to Secured Party making the loan provided for in the Credit Agreement, Debtor has agreed to grant a security interest in the Collateral (defined herein) to secure repayment of the loan; and

WHEREAS, Debtor has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.
2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*"):
 - (i) the trademark and service mark registrations and applications set forth in *Schedule A* hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
 - (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;
 - (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental authority record this Trademark Security Agreement.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Signature Page Follows]

EXECUTED as of the day, month and year first above written.

LSF5 SPUR, LLC.
a Delaware limited liability company

By: 

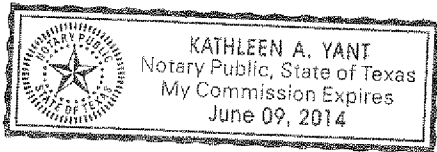
Timothy M. Dungan
President and Chief Financial Officer

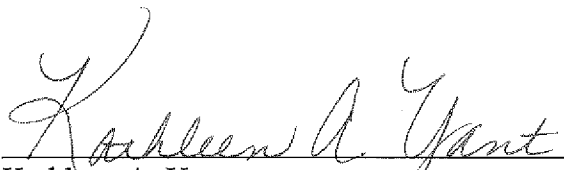
Address for Notices:

LSF5 Spur, LLC
5055 W. Park Blvd.
Suite 500
Plano, Texas 75093

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on January 23, 2014, by Timothy M. Dungan, President and Chief Executive Officer of LSF5 Spur, LLC, a Delaware limited liability company, on behalf of said limited liability company.





Kathleen A. Yant
Notary Public in and for the State of Texas
My Commission Expires on June 9, 2014

SCHEDULE A**TRADEMARKS**

Mark	Filing Date / Serial No.	Registration Date / Registration No.	Owner
TEXAS LAND & CATTLE COMPANY STEAK HOUSE (DESIGN)	03/22/1993 74/370,087	01/03/1995 1,872,059	LSF5 Spur, LLC
TEXAS LAND & CATTLE STEAK HOUSE (DESIGN)	07/17/1996 75/135,301	07/18/2000 2,367,328	LSF5 Spur, LLC
TXLC	01/04/1995 74/617,838	11/28/2005 1,938,790	LSF5 Spur, LLC
TXLC (DESIGN)	03/24/2005 78/594,077	03/07/2006 3,066,026	LSF5 Spur, LLC
TXLC TO GO (DESIGN)	01/29/2009 77/659,261	09/21/2010 3,850,900	LSF5 Spur, LLC
TEXAS LAND & CATTLE	06/21/2013 85/966,306	N/A N/A	LSF5 Spur, LLC
TEXAS CRAFT DINING	09/26/2013 86/075,627	N/A	LSF5 Spur, LLC
RANCH CRAFTED	09/26/2013 86/075,606	N/A	LSF5 Spur, LLC